

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

NASPO

COOPERATIVE LAB SUPPLY CONTRACT

MASTER PRICE AGREEMENT NUMBER SBPO1336

Between

Fisher Scientific

[hereinafter "Contractor"]

and

State of Nevada

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(State of Nevada/7785)

Page 1 of 4

1. Scope

This Addendum covers the NASPO Coop Lab Supply Contracts 2010-2015 led by the State of Idaho for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. Participation

Use of specific NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Changes:

No Changes Are Required

4. Continuation of Participation:

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda in either the WSCA Lab Supply Contract and/or the NASPO HELP contracts (both of which are being replaced by this NASPO cooperative contract) are extended to include participation in the NASPO Coop Lab Supply Contracts 2010-2015 under the same terms and conditions in the current participating addendum.

If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in either the WSCA Lab Supply Contract and/or the NASPO HELP contracts is sufficient to permit participation in the NASPO Coop Lab Supply Contracts 2010-2015, unless specifically denied by the appropriate chief state procurement official.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

NASPO

COOPERATIVE LAB SUPPLY CONTRACT

MASTER PRICE AGREEMENT NUMBER SBPO1336

Between

Fisher Scientific

[hereinafter "Contractor"]

and

State of Nevada

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(State of Nevada/7785)

Page 2 of 4

5. Lease Agreements

No Leasing Is Authorized Under this Addendum.

6. Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Sarah Hilderbrand
Address: Idaho Dept of Administration, Division of Purchasing
PO Box 83720, Boise, ID 83702
Telephone: 208.332.1612
Fax: 208.327.7465
E-mail: sarah.hilderbrand@adm.idaho.gov

Contractor

Name: JT McGuire
Address: Fischer Scientific, 3970 Johns Creek Court, Suite 500,
Suwanee, GA 30024
Telephone: 858-486-6027
Fax: 858-486-6196
E-mail: james.mcguire@thermofisher.com

Participating State (or entity)

Name: Heather Moon
Address: State of Nevada, Purchasing Division, 515 E. Musser Street,
Suite 300, Carson City, NV 89701
Telephone: 775-684-0170
Fax: 775-684-0188
E-mail: hmoon@purchasing.state.nv.us

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

NASPO

COOPERATIVE LAB SUPPLY CONTRACT

MASTER PRICE AGREEMENT NUMBER SBPO1336

Between

Fisher Scientific

[hereinafter "Contractor"]

and

State of Nevada

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(State of Nevada/7785)

Page 3 of 4

7. Servicing Subcontractors:

Servicing subcontractors are not authorized under this agreement.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the Participating State contract number: [insert appropriate number] and the Master Price Agreement Number: SBPO1336.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

NASPO

COOPERATIVE LAB SUPPLY CONTRACT

MASTER PRICE AGREEMENT NUMBER SBPO1336

Between

Fisher Scientific

[hereinafter "Contractor"]

and

State of Nevada

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

(State of Nevada/7785)

Page 4 of 4

conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Signatures as required by State Statutes, Rules or Policies

Participating Entity: State of Nevada

Contractor: Fisher Scientific



Name: Greg Smith
Title: Administrator
Date: July 20, 2010



Name: Joe Centofante
Title: Vice President Academic
Date: July 27, 2010